



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

January 1, 2011

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: WILLIAM W. PICKRUM
DEPUTY DIRECTOR
302-857- 4556

SUBJECT: **AWARD NOTICE – Addendum # 1 effective February 22, 2011**
CONTRACT NO. GSS10129-PLUMBING
PLUMBING SUPPLIES AND ACCESSORIES

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OF
KEY CONTRACT INFORMATION

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KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT:

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REF: Title 29, Chapter 6911(d) Delaware Code. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, Department of Elections, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

A competitive bidding and selection process was conducted by The Cooperative Purchasing Network (TCPN), established under Texas state law to help other governmental entities operate efficiently and economically. TCPN meets the ISO 9001 audit, is audited semi-annually, is competitively solicited and publishes the process, documents and awards. In the absence of attaining any discount card options or a competitive contract, pursuant to the authority in 29 Del C., §6907(a) (1) under the best interest of the State and to fulfill the responsibilities of GSS pursuant to 29 Del C., §6911 (a) and (b), a Participating Addendum is authorized through memorandum.

2. CONTRACT PERIOD:

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The State of Delaware joined this cooperative January 1, 2011. The agreement expires March 31, 2011.

This agreement has been extended to expire March 31, 2012.

3. VENDOR:

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Lowe's Home Centers, Inc.
Contact: Demetrae DeShields or Jeff Bogner
1000 Lowe's Blvd
 Mooresville, NC 28117-8520
Ph: 302-387-9381 or (484) 388-0267
Fax: 336-651-3300 or (336) 651-3180
Email: demetrae.l.deshields@lowes.com or jeffrey.s.bogner@lowes.com
GSS10129-PLUMBINGV01
FSF ID: 0000031943

4. SHIPPING TERMS:

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F.O.B. destination.

5. ORDERING, DELIVERY AND PICKUP:

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Orders may be accomplished by written purchase order, through the Lowe's Quotation Center (LQC), telephone, fax, or through email at TCPN@Lowes.com. **TCPN pricing is only available on orders placed through the LQC.** Purchase orders are issued by ordering agencies to the awarded Contractor stating "Per TCPN Contract".

Orders will have the following order options:

- Place a quote request or order online using the ([LQC](#)) on www.LowesForPros.com. The LQC is the preferred ordering method as it provides the agency contract pricing and allows Lowe's the ability to provide program reporting as required by the contract.
 - a) When utilizing a Lowe's LAR Account (Lowe's Account Receivable) or a purchase card, orders placed through the LQC can be picked up in two (2) hours if placed by 3PM. LQC orders placed using a LAR Account or purchase card after 3 p.m. but prior to 6PM will be ready for pick-up at 7 a.m. the next day.
 - b) When utilizing a purchase order, orders will require a minimum twenty-four (24) hour turnaround for pick-up or delivery following receipt of the purchase order.
- Phone or Faxed orders should be made to the Lowe's store closest to the requesting agency for processing. These orders that are placed by 3 p.m. can be picked up in 2 hours or by 7AM the next day, if placed by 6 PM. **Contract pricing is not available on any phone or faxed orders.**
 - a) Fax orders will use the customized "*Worksheet/Cover Page*" for each agency that will have their closest Lowe's stores' information pre-populated.
 - b) "Call-Ahead Worksheet" can be accessed:
<http://www.lowesforpros.com/easyorderfulfillment>.
- Submitting an order by email to TCPN@Lowes.com – a dedicated TCPN accounts person will receive the email and ensure the appropriate Lowe's store executes the order and has the products pulled for pick-up or delivery based on the Agency's preference. **TCPN pricing is not available on emailed orders.** All orders placed through email at TCPN@lowes.com require a minimum twenty-four (24) hour turnaround for pick-up or delivery.
- For questions regarding orders placed by phone or fax, contact the Commercial Sales Desk at the Lowe's store where the order was placed. For orders placed on the LQC contact the Commercial Sales Desk of the Lowe's store which was selected to process the order, or call Lowe's toll free customer hotline at 1-888-310-7791 and select TCPN.
- The primary Lowe's contacts for questions about the TCPN contract and the Participating Addendum between State of Delaware and Lowe's Home Centers Inc., are as follows:
 - a) Demetrae DeShields, 302-387-9381.
 - b) Jeff Bogner, (484) 388-0267, New Castle County area

6. RETAIL OUTLET LIMITATIONS:

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There is no obligation to provide all items covered by this contract at Lowe's retail outlets.

7. PRICING:

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Lowe's agrees to provide the lowest pricing available to government cooperatives available on www.lowesquotes.com and the pricing shall remain so throughout the duration of the contract as provided in the TCPN contract. Contract pricing is only available for purchases made on LQC (www.lowesquotes.com), as this is the preferred ordering method.

8. OVERLAPPING PRODUCT LIST:

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State departments and agencies authorized to place orders under this agreement will be responsible for controlling purchases to ensure overlapping items are not purchased under this contract.

<u>Contract Name</u>	<u>Contract Number/Link</u>
HAND TOOLS - POWERED AND NON-POWERED	GSS10011-HANDTOOLS
AUDIO VISUAL EQUIPMENT AND SERVICES	GSS07015-AUDIO VISUAL
SPECIALTY/PRINTING PAPER	GSS09016-SPEC PAPER
ENVELOPES - PLAIN AND PRINTED VIRGIN AND RECYCLED	GSS10025-ENVELOPES
LABORATORY SUPPLIES AND EQUIPMENT	GSS07026-LAB SUPPLIES
COFFEE AND TEA	GSS10044-COFFEE/TEA
COFFEE AND TEA	GSS10044A-COFFEE/TEA
FAX MACHINES	GSS10066-FAX MACHINE
BUSINESS CARDS	GSS10090-BUSINESS CARD
COPIERS AND MULTI-FUNCTION PRINTERS	GSS08091-COPIER
COMPUTER HARDWARE, PERIPHERALS AND ACCESSORIES	GSS09133-COMPUTER
LAUNDRY SUPPLIES AND EQUIPMENT	GSS06161-LAUNDRY
MICROCOMPUTER SOFTWARE	GSS10228-SOFTWARE
BOTTLED WATER	GSS09365-BOTTLE WATER
CELLULAR AND DATA EQUIPMENT AND SERVICES	GSS10384CELL/DATAEQUIP
RUBBER STAMPS	GSS08403-RUBBER STAMPS
TELECOMMUNICATIONS VOICE SYSTEMS	GSS06455-TELECOMMVOICE
ENGRAVING AND PROMOTIONAL ITEMS	GSS08404-ENGRAVING
STORAGE BOXES – ACID FREE, DOUBLE WALLED AND DESTRUCTION STORAGE BOXES	GSS08458-STORAGE BOX
FURNITURE	GSS10479-FURNITURE
PRINTING AND PUBLISHING SUPPLIES	GSS07481-PRINT SUPPLY
PAPER – MULTIPURPOSE COPY	GSS07489A-COPY PAPER
ELECTRICAL SUPPLY, LAMPS AND BALLASTS	GSS09491-ELECTRICAL
JANITORIAL AND CAFETERIA SUPPLIES	GSS08492JAN/CAFE SUPPL
TRASH CAN LINERS	GSS08492A-CAN LINERS
SMALLWARES	GSS10492B-SMALLWARES
KITCHEN CHEMICALS	GSS09549-KITCHEN CHEM
PERSONAL CARE PRODUCTS	GSS09575-PERSONAL CARE
INDUSTRIAL SUPPLIES & EQUIPMENT	GSS09577-INDUSTRIAL
DIGITAL VIDEO RECORDER and VIDEO DATABASE MANAGEMENT SYSTEM	GSS10593-DIG/VIDEO/REC
AUDIO, VIDEO, WEB CONFERENCING SERVICES AND EQUIPMENT	GSS06450-AUDIOVIDEOCNF

ADDITIONAL TERMS AND CONDITIONS

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9. BILLING:

The successful vendor is required to "**Bill as Shipped**" to the respective ordering agency(s). Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

10. PAYMENT:

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option.

Lowe's Account Receivable (LAR):

- Easy to understand itemized statements with product level detail at invoice/agency level
 - Billing can be broken out by departments within the agency (ground maintenance, building/facilities maintenance, etc.)
- Purchasing control with a list of authorized buyers and optional identification cards
- No annual fee
- Ability to pay by invoice
- Pay in full each month
- Online account management at LoweForPros.com
 - Allows for additional flexibility such as downloading invoice details into an Excel spreadsheet, allowing for timelier and greater reporting capabilities.
- Additional security with special purchasing instructions
 - Ability to limit dollar amount of a single purchase
 - Can limit what employees can purchase.
- Choose the account structure that is right for the customers need
 - Regular – purchases are billed on one account number
 - Primary/Secondary – if your member has multiple locations that need to be linked to a centralized primary account, or has job accounting requirements. Billing may be centralized or mailed to various job accounts.

11. PRODUCT SUBSTITUTION:

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

12. LoweForPros.com:

Agencies can visit LoweForPros.com can login as a member to obtain special offers, as well as gain access to industry articles, construction calculators, etc. Access is available to Lowe's Property Management system and Lowe's Quotation Center for additional business tools and services.

13. MAINTENANCE SUPPLY RACK PROGRAM:

Lowe's Maintenance Supply Rack Program is a program to help keep agencies in stock with their most common consumable items needed. With an initial supply purchase of just \$100 or more, Lowe's will provide a 5-shelf metal rack to stock products for only a penny. Lowe's will provide labels to place on the racking to track inventory and make reordering simple.

14. HOLD HARMLESS:

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

15. NON-PERFORMANCE:

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, except for a force majeure event, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

16. FORCE MAJEURE:

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

17. AGENCY'S RESPONSIBILITIES:

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.
- c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.
- d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state

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cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.

- e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. <http://gss.omb.delaware.gov/divisionwide/forms.shtml>.

STORE LISTING FOR DELAWARE

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Detailed Store Listing for the State of Delaware								
Store #	Name	Shipping Address	City	State	Postal Code	Phone	Fax	County
587	LOWE'S OF DOVER	1450 N. DUPONT HWY	DOVER	DE	19901-2213	(302)735-7500	(302)735-7517	KENT
2537	LOWE'S OF CAMDEN	516 WALMART DR	CAMDEN	DE	19934-1360	(302)697-0700	(302)697-0703	KENT
217	LOWE'S OF CHRISTIANA	800 EDEN CIR	BEAR	DE	19701-4308	(302)834-8508	(302)834-7282	NEW CASTLE
622	LOWE'S OF N. WILMINGTON	3100 BRANDYWINE PKWY, 1ST FLOOR	WILMINGTON	DE	19803-1496	(302)479-7799	(302)479-7796	NEW CASTLE
1571	LOWE'S OF MIDDLETOWN	500 WEST MAIN ST	MIDDLETOWN	DE	19709-9651	(302)376-3006	(302)376-3008	NEW CASTLE
2258	LOWE'S OF NEWARK	2000 OGLETOWN RD	NEWARK	DE	19711-5439	(302)781-1154	(302)781-1157	NEW CASTLE
2429	LOWE'S OF WILMINGTON	2225 HESSLER BLVD	NEW CASTLE	DE	19720-6305	(302)252-3228	(302)252-3231	NEW CASTLE
658	LOWE'S OF SUSSEX COUNTY	20364 PLANTATIONS RD	LEWES	DE	19958-5814	(302)645-0900	(302)645-0917	SUSSEX
2248	LOWE'S OF SEAFORD	22880 SUSSEX HWY	SEAFORD	DE	19973-5852	(302)536-4000	(302)536-4003	SUSSEX
2795	LOWE'S OF MILLSBORO	26688 CENTERVIEW DR	MILLSBORO	DE	19966-3750	(302)934-3740	(302)934-3742	SUSSEX